

SOLICITATION AND OFFER				1. [BLANK]				Page 1 of 35			
2. CONTRACT NUMBER			3. SOLICITATION NUMBER <div style="text-align: center;">OPR08000003</div>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <div style="text-align: center;">10/12/2007</div>		6. REQUISITION/PURCHASE NUMBER <div style="text-align: center;">See Lines</div>		
7. ISSUED BY CAO Procurement Management 327 Ford Bldg. Washington,DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2214 ext.				CODE CPM		8. ADDRESS OFFER TO (If other than item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u> 1 </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u> NO HAND DELIVERIES </u> until <u> 2:00 AM </u> local time <u> 11/16/2007 </u> (Hour) (Date)											
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Toinetta Bridgeforth			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 226-1775			C. E-MAIL ADDRESS toinetta.bridgeforth@mail.house.gov			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			PAGE(S)
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OFFER (Must be fully completed by offeror)											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE			18. OFFER DATE		
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)						27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form or by other authorized official written notice.											

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Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	Financial Statement Audit Services	0001		0.00	ea	\$ _____	\$ _____
(06/01/2008 to 12/15/2008)							
An independent accounting firm is being contracted by the OIG to audit House financial statements reflecting: (i) overall financial position (ii) results of operations, and (iii) cash flows or changes in financial position.							
All work shall be in accordance with the Statement of Work							
Ref Req No: OIG0800001							
0002	Financial Statement Audit Services			0.00	ea	\$ _____	\$ _____
(12/16/2008 to 12/15/2009)							
House financial statements reflecting: (i) overall financial position (ii) results of operations, and (iii) cash flows or changes in financial position.							
All work shall be in accordance with the Statement of Work							
0003	Financial Statement Audit Services			0.00	ea	\$ _____	\$ _____
(12/16/2009 to 12/15/2010)							
House financial statements reflecting: (i) overall financial position (ii) results of operations, and (iii) cash flows or changes in financial position.							
All work shall be in accordance with the Statement of Work							
0004	Financial Statement Audit Services			0.00	ea	\$ _____	\$ _____
(12/16/2010 to 12/15/2011)							
House financial statements reflecting: (i) overall financial position (ii) results of operations, and (iii) cash flows or changes in financial position.							
All work shall be in accordance with the Statement of Work							

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 INCIDENTAL SERVICES, TRAVEL AND EXPENSES

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

FINANCIAL STATEMENT AUDIT OF THE U.S. HOUSE OF REPRESENTATIVES

I. INTRODUCTION AND BACKGROUND

The Office of Inspector General (OIG) of the U.S. House of Representatives (House) desires to contract with an independent contractor for an audit that will result in an opinion on the financial statements and reports on internal controls and compliance with laws and regulations of the House. The Federal Financial System (FFS) is the House's core financial management system. Since September 1995, the Chief Administrative Officer (CAO) has entered into cross-servicing agreements with the U.S. Geological Survey (USGS) to implement and customize the USGS's FFS for the House and process the House's financial data. FFS resides on a mainframe computer at the National Business Center, Denver, Colorado. The application is supported by the USGS, Washington Administrative Service Center (WASC).

In March of Fiscal Year 2008 the House plans to implement a new core financial system. The Atlas project is intended to provide Members, Committees, Leadership, and other House offices with one core financial system that is easy to learn, easy to use, and simplifies the daily processes of budgeting, requesting, tracking, and managing office expenditures for all goods and services. Through Atlas, each office will have direct access to "real time" financial data from one integrated financial management system, to facilitate planning, forecasting and accounting for expenses including purchases, payments, equipment maintenance and payroll. The Atlas project is a PeopleSoft product that will allow the CAO to process and store its sensitive financial data on the House's secure network, thereby reducing its risk of potential unauthorized access, modification, or destruction of mission critical systems and financial data.

II. INSTRUCTIONS ON SUBMITTING PROPOSAL

The OIG is requesting that the following be provided for this engagement by 2:00 p.m. on November 16, 2007: (1) a resume for each engagement staff member; (2) a technical description of how the task will be accomplished, in sufficient detail for the OIG to evaluate its technical merits; (3) a brief description of the firm's experience in performing similar audits and (4) a cost proposal which includes an estimate of the hours by level of personnel, including subcontractor personnel, plus out-of pocket expenses, such as local transportation or travel, to accomplish the audit identified in Section III, Statement of Work. The Evaluation Criteria (Attachment A) for this task order is provided for your information in proposal preparation.

III. STATEMENT OF WORK

A. Scope and Objectives

An independent accounting firm is being contracted by the OIG to audit House financial statements reflecting the:

- (i) overall financial position
- (ii) results of operations
- (iii) cash flows or changes in financial position.

This contract is for conducting an annual audit of the House financial statements for the fiscal year ending September 30, 2008 and the option for conducting four additional annual audits for the years ending September 30, 2009 through September 30, 2012. These efforts include audits of the financial activities performed by the House to include all revolving funds and other financial functions, and an opinion as to whether the financial statements are presented in accordance with the generally accepted accounting standards. It also includes an opinion as to the fairness of management's assertion about whether the internal control structure provides reasonable assurance of achieving generally accepted control objectives. In addition, the contractor should identify major applicable laws and regulations, include a statement of positive assurance on those items tested, and disclose material instances of noncompliance.

The financial statements are to be prepared in accordance with the American Institute of Certified Public Accountant's (AICPA) Generally Accepted Accounting Principles and audited in accordance with Government Auditing Standards (July 2007 Revision). The contractor's opinions on the financial statements, management's assertion about internal control, and compliance with laws and regulations are to be provided in an electronic format to the OIG. The OIG will transmit the contractor's opinions to the appropriate House offices, if deemed appropriate.

The contractor awarded this task order will work in partnership with the OIG Performance and Financial Audit staff to complete this financial statement audit. The OIG may provide an OIG manager to coordinate and work with the contractor

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to assure that task order requirements are met.

B. Prior and Current Audits (Attachment B)

Copies of these audit reports, except for the sensitive reports, are available on the internet at <http://www.house.gov/IG>. The contractor is expected to read the reports in their entirety or at a minimum the pertinent findings as they relate to this audit to avoid duplication of effort. The applicable sensitive reports and their supporting working papers will be made available to the selected contractor.

C. Audit Methodology

All audit work will be guided by established Federal and private industry criteria, which include the following:

- *The Government Auditing Standards (July 2007 Revision)* and
- *The OIG's Policies and Procedures Manual*

In accordance with the GAO audit methodology presented in its *Financial Audit Manual*, which incorporates American Institute of Certified Public Accountants (AICPA) generally accepted auditing standards, the audit will be divided into the following phases (i) planning, (ii) internal control, (iii) testing, and (iv) reporting. Certain differences in form and terminology may exist between GAO's methodology and those of a prospective contractor; however, the contractor will be expected to abide by all of the following task requirements in producing the deliverables called for under Section VI, Deliverables.

1. Planning Phase

The planning phase objectives are to develop a high level understanding of the entity, identify significant functional areas, and design efficient audit procedures. Specifically, the following will be accomplished during this phase:

- an understanding of the entity's operations, including its organization and staffing, missions and programs, responsibilities and functions, management style, standards, policies and procedures, significant provisions of laws and regulations, and internal and external factors influencing the operating environment;
- an identification of significant accounts, accounting transactions, and accounting applications, important budget restrictions, and relevant controls over the entity's operations;
- a determination of the effectiveness of computer-based system related controls;
- a preliminary risk assessment to identify high-risk areas; and
- a determination of planning, design, and test materiality.

2. Internal Control Phase

This phase entails evaluating and testing internal controls to support the auditor's opinion on the fairness of management's assertion about whether controls provide reasonable assurance that:

- assets are safeguarded from loss from unauthorized acquisition, use, or disposition;
- transactions are executed in accordance with budget authority and significant provisions of applicable laws and regulations; and
- transactions are properly recorded, processed, and summarized to permit the preparation of principal statements and to maintain accountability for assets.

3. Testing Phase

The objectives of this phase are to:

- obtain reasonable assurance about whether the principal statements are free from material misstatements;
- obtain reasonable assurance that the prior financial statement audit recommendations to correct the material weaknesses and significant deficiencies have been effectively implemented;

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- determine whether the entity complied with significant provisions of applicable laws and regulations; and
- develop a sampling plan and assess the effectiveness of internal controls through sampling control tests that are coordinated with compliance and substantive tests.

4. Reporting Phase

This phase involves developing the auditor's report of the entity's principal statements, management's assertions about internal controls, compliance with laws and regulations, and other information (the entity overview, combining statements, supplemental information's consistency with the principal statements, and supplemental financial and management information).

The financial statement audit will be conducted in two separate stages. The first stage will involve the Planning and Internal Control Phases and the second stage will involve the Testing and Reporting Phases. The first stage will commence on or about June 1, 2008. The second stage will begin on or about January 1, 2009.

D. Nondisclosure

The auditors will be granted access to sensitive information and, as such, will be required to safeguard the confidentiality of that information. In addition, each contractor employee assigned to this project will be required to complete a Statement of Non-Disclosure, before gaining access to House information.

E. Contractor's Interaction with the U.S. Treasury Department

The OIG will coordinate contact with the U. S. Treasury Department, which is limited to obtaining confirmation of applicable account balances, and determining the House's compliance with the SF-220 series reporting requirements. The contractor is not responsible for the audit of any functions performed by the U.S. Treasury Department.

F. Work To Be Performed By the House

The Chief Administrative Officer will provide pro forma statements and the following:

- documentation of financial records to financial statements;
- working papers for each detailed reconciliation prepared and related adjustments; and
- documentation of and for improvements and changes in procedures and processes.

G. Period of Audit Coverage

The period of audit coverage for the base year is from October 1, 2007 through September 30, 2008. However, should irregularities be uncovered, the full extent of those irregularities is to be determined, regardless of the audit coverage period.

H. Work Space

The OIG will arrange for the necessary work space to perform this audit engagement.

I. Travel

Travel outside the Washington, DC area is not anticipated.

IV. CONTRACTOR PERSONNEL REQUIREMENTS

A. Qualifications of Personnel

The contractor must assign qualified, experienced personnel for key positions, such as partner, manager, senior review, and industry specialist, to perform work under this task order. The review team, including junior members, must possess the relevant auditing experience, education, and professional accomplishments to successfully perform task order requirements identified in Part III, Statement of Work. Resumes for each personnel member assigned to this task order must be included in the contractor's proposal. Resumes should also reflect personnel members' exposure to industry best practices and technology advancements through continuing education requirements.

For such a sensitive and highly visible project, the OIG prefers one primary person to be assigned throughout this

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project for continuity purposes. Other staff with specific experience will be acceptable, but data continuity must be maintained.

B. Requirements of Personnel

All contractor personnel assigned to perform work on this task order will be required to read and sign a Certification of Independence prior to the start of the engagement. This certification identifies what is required of the contractor personnel with respect to conflict of interest concerns and the penalties associated with noncompliance with those requirements.

All contractor personnel will be granted access to sensitive information and, as such, will be required to safeguard the confidentiality of that information. Each staff member assigned to this project will be required to complete *Affirmation of Non-Disclosure*, before gaining access to House information.

If contractor personnel are issued House vendor identification badges, these badges must be turned back to the OIG on the contractor's last workday at the House. Failure to return all House issued vendor identification badges as required will result in the OIG withholding final payment on the contract until all badges are received.

All contractor personnel are required to work on site between the OIG office hours of 8:30 AM and 5:30 PM and permitted one hour for lunch. Exceptions will be considered on a case by case basis and must be cleared with the OIG in advance. No offsite work by any contractor personnel for this project will be permitted or billable without prior OIG approval.

Per the Sergeant-at-Arms' policy and guidance, all contractors to the U.S. House of Representatives are required to have a background check and fingerprinting completed through the Capitol Police. Therefore, all OIG contracted auditors or consultants are required to complete the background check and fingerprinting process, prior to commencing work on the audit.

C. Approval to Change or Remove Contractor Personnel

The contractor must obtain written approval from the OIG to change or remove personnel identified in the contractor's proposal to this task order. Additions of personnel not identified in the contractor's proposal to this task order will be required to provide current resumes detailing relevant experience, education, and professional accomplishments to successfully perform task order requirements identified in Part III, Statement of Work. In addition, the OIG has the option of changing or removing contractor personnel at any time during the engagement.

V. INDEPENDENCE

The contractor must disclose in their proposal for this task order all contracts, ongoing and completed during the past three years, with the House. The contractor should provide information concerning specific work performed for those contracts that may impact on, or are closely related to, the areas covered under this statement of work to make a determination of conflict of interest. In addition, all contractor personnel assigned to perform work on this task order will be required to read and sign a Certification of Independence and Conflict of Interest Statement prior to the start of the engagement. This statement identifies what is required of the contractor personnel with respect to conflict of interest concerns and the penalties associated with noncompliance with those requirements.

The contractor must notify the OIG immediately, in writing, if at any time during the performance of work under this task order, the contractor enters into a new contract or begins work with any office or agency having impact on, or close associations with, the House operations and functions. The OIG will then make a determination as to whether the new contract or work requirements pose a conflict of interest, and recommend appropriate actions to eliminate any potential problems in this area. Noncompliance with OIG recommendations in this area shall be considered a breach of contract.

VI. DELIVERABLES

The successful bidder will deliver the products identified below to the OIG at the following address:

Office of Inspector General
U.S. House of Representatives
386 Ford Building
Washington, D.C. 20515-9990

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All written products shall be submitted in draft. The contractor will modify the draft products to incorporate revisions, if any, resulting from the OIG's evaluation. Upon approval of each draft product, a final product shall be prepared and submitted to the OIG for issuance. All written products to include audit work papers are required to be provided in hard copy and in Microsoft Office 2007 (or lower version) electronic format simultaneously. Other products, such as spreadsheets and diagrams, used in the draft reports or other documents must be Microsoft compatible or easily converted without the need for additional editing or reformatting requirements.

The required products for the audit of the base year period (i.e., fiscal year ending September 30, 2008) are as follows:

A. Preliminary Plan and Resource Schedule

The contractor shall prepare a preliminary audit plan and resource schedule to accomplish the objectives of the task order, and deliver them to the Inspector General within 7 calendar days after task order issuance.

B. Audit Program

The contractor will submit, within 30 calendar days after task order issuance, a written audit program (or a set of written audit programs) to be used during the audit to the Inspector General for review and approval. It should set forth in detail the audit procedures that the contractor believes are necessary to accomplish the objectives of the audit.

Procedures will be mapped to criteria, where appropriate, to justify the need and benefits for performing them. Adjustments to scope and the specific tasks will be updated in the audit program when identified and approved by the OIG. The audit program should also include the (i) updated Entity Profile; (ii) identification of significant accounts and accounting applications, important budget restrictions, and relevant controls over the entity's operations; (iii) determination of the likelihood of effective computer-based system related controls; (iv) preliminary risk assessment identifying high-risk areas, and (v) materiality thresholds for planning, design, and test as it relates to the financial statements, subject to OIG approval.

C. Status Reports

The contractor shall deliver to the OIG a monthly status report summarizing the contractor's work progress. For each phase of the project, and the project as a whole, each report shall include estimated dates for each phase of the audit including deliverables. In addition, the report must include a schedule of activities to be performed during the subsequent period, as well as identify potential or actual problems and/or issues that surface during the conduct of this project. The weekly status report should include a detailed work schedule and denoting audit procedures completed. Status reports should not indicate the completion of specific deliverables, tasks, and audit phases until the audit working papers supporting the deliverables, tasks and phases have been completed and are ready for OIG review.

D. Reports

The due dates for reports, especially in subsequent years, may be changed by mutual agreement between the OIG and the contractor.

1. Basic Audit Requirements Determination Report (BARDR)

A BARDR is used to document material weaknesses or significant deficiencies to be corrected before a successful financial audit can be completed. Such deficiencies include:

- major deviations from accounting standards;
- critical internal control weaknesses; and
- failure to comply with laws and regulations.

The contractor must submit a BARDR letter to the Inspector General any time during the audit that such deficiencies are identified. If no deficiencies were identified, the contractor must submit a negative BARDR letter with the issuance of the draft report confirming that no deficiencies existed that precluded or adversely affected the performance of the audit.

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2. Report on Evaluation of Internal Control Structure

This product, due in draft to the Inspector General on May 15, 2008, consists of a report on management's assertions about internal control which conforms with the requirements of GAO's Financial Audit Manual, including identifying the internal controls tested. The final report is due June 15, 2008, and must include the auditee response.

3. Report on Compliance with Laws and Regulations

This report, due in draft to the Inspector General on May 15, 2008, should identify major applicable laws and regulations and include a statement of positive assurance on those items tested. The report is also to disclose material instances of noncompliance. The final report is due June 15, 2008, and must include the auditee response.

4. Financial and Compliance Audit Report

This deliverable, due in draft to the Inspector General on May 15, 2008, consists of the auditor's opinion letter, audited financial statements, notes to the financial statements, and supplemental information and schedules. The final report, is due by June 15, 2008, and must include auditee response.

5. Management Letter

This product, due in draft to the Inspector General on June 25, 2008, describes any conditions identified during the audit (but not reported in the internal control or compliance reports) where improvements can or should be made in internal control and management operations. The final report is due by July 31, 2008, and must include the auditee response.

E. Workpapers and Confidentiality

Workpapers are the most critical contractor deliverable since they provide the evidentiary foundation for all audit and review work, conclusions, and reports. The contractor will be required to use the "PWC TeamMate" electronic workpaper product to complete workpapers. All workpapers and reports will be completed on site. All workpapers must conform to workpaper standards established in the GAO's Government Auditing Standards (July 2007 Revision) and Chapter VIII, Section 8, Working Papers, of the OIG's Policies and Procedures Manual (Attachment B). In addition, all workpapers must document the purpose, source, scope, and results of all work performed.

During the course of fieldwork, the contractor shall make workpapers available for OIG quality assurance reviews upon three days advance notice. After reviewing the workpapers, the OIG may direct the contractor to modify the workpapers or to perform corrective or additional engagement procedures to ensure that the engagement is conducted in accordance with GAO's Government Auditing Standards and OIG guidelines. The contractor shall consider such corrective or additional procedures as part of the scope of this task order, not a contract modification or additional work.

All work performed under this task order will be kept confidential and may not be released to outside parties without the express, written permission of the OIG. All documentation of engagement results, including results produced by contractor proprietary tools, are the property of the OIG. The contractor must deliver all documents, data, and information not already contained in the workpapers to the OIG within 3 calendar days after delivery of the contractor's draft engagement report. This includes any documents obtained from the House or developed by the contractor such as notes, workpapers, electronic files or photocopies. Upon completion of this contract, the contractor must destroy any extra copies or drafts of documents, data, information, workpapers or electronic files obtained or developed under this task or surrender them to the OIG.

VII. ADDITIONAL INFORMATION

The contractor must provide the level of effort and estimated costs for the annual audits of the base year period and each of the four option periods (i.e., years ending September 30, 2008 through September 30, 2012). We expect a reduction in the level of effort and cost for each option period due to a reduced learning curve in each successive year.

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The OIG will withhold seven (7) percent of the total amount of this task order. The contractor shall show a seven (7) percent reduction on each invoice, with the exception of the final invoice. Upon final inspection and acceptance by the OIG, the contractor shall submit its last invoice marked "Final Invoice", which shall include all the reductions made to previous invoices.

The audit of the base year period should commence on or about June 1, 2008.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

D.2 HC.4.004 MARKING AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

D.3 HC.4.005 PACKAGING AUGUST 2002

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Printing, copying, and finishing (e.g., binding of packages) shall be accomplished in the most economical manner consistent with commercial practices.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

This task order is effective on the date of issuance. We anticipate that work under this task order shall commence on or about June 1, 2008. All work for the audit of the base year period (i.e., year ending September 30, 2008) must be completed by December 15, 2008. The Contractor may be required to assist in developing Congressional testimony after the reports are issued.

F.2 HC.6.003 OPTION TO EXTEND THE TERM OF THE CONTRACT MAY 2001

a. The House may extend the term of this contract up to 4 times for a period of 12 months each. Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 10 days before the contract expires. The preliminary notice does not commit the House to an extension.

b. The total duration of this contract, including the exercise of any options under this clause shall not exceed

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.4 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

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(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

(a) That debarment is being considered;

(b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;

(c) Of the cause(s) relied upon for proposing debarment;

(d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;

(e) Of the effect of the issuance of the notice of proposed debarment; and

(f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

(a) Referring to the notice of proposed debarment;

(b) Specifying the reasons for debarment;

(c) Stating the period of debarment, including effective dates; and

(d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.5 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

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F.6 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.7 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

F.8 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.

b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.

c. Upon termination (including expiration) the Contractor will:

(1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.

(2) Complete satisfactory settlement of all customer complaints and claims.

(3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.

(4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.

(5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.2 HC.7.003 INVOICES

FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)

Period of Performance

Brief Description of Item

Quantity Delivered

Unit Price

Extended Price

Total Price of all deliverables contained on Invoice

Payment Terms, if appropriate (Example: 2% 10 - Net 30)

d. The House does not pay federal, state or local taxes unless mandated by law.

e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.3 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a. Contracting Officer (CO):

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

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2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR):

Name: TBD
Title:
Address:

Phone:
Fax:
E - mail:

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

Toinetta Bridgeforth
Procurement Specialist, Procurement Management
327 Ford House Office Building
Office of the Chief Administrative Officer
U.S. House of Representatives, Washington, DC 20515
Phone: 202-226-1775
Fax: 202-226-2214
e-mail: toinetta.bridgeforth@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

G.4 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE FEBRUARY 2005

a. The contractor shall identify the authorized contractor representative (ACR), and provide the information listed below:

Name:
Title:
Address:

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Phone:

Fax:

E-mail:

b. The ACR shall provide periodic status reports to the COR pursuant to clause G.10 (HC.7.005) of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.5 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.6 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

FEBRUARY 2005

a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

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c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.7 HC.7.016 INVOICE FOLLOW-UPS

AUGUST 2002

All follow-up invoices shall be marked "Duplicate of Original" on all parts. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.8 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP) as prescribed in Section 11 of the Procurement Instructions for the U.S. House of Representatives. This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.9 HC.7.024 REPORTS/PLANS/SCHEDULES

FEBRUARY 2005

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

a. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or COR until the Contractor's "Deliverables" (submittals) are approved.

b. The Contractor is required to submit deliverables and reports to the CO or COR at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports which must be provided by the Contractor at specified due date(s):

MILESTONE CHART FOR CONTRACTOR DELIVERABLES

Item	Due Date	Approval Authority	Reference
0001 Report	Weekly/Close of Business Fridays	COR	
0002 Report	Monthly/NLT 15th	COR	
0003 Report	Quarterly	COR	
0004 Report	Annually	COR	

G.10 HC.7.025 RELEASE OF CLAIMS

FEBRUARY 2005

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC.8.003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

H.3 HC.8.004 INFORMATION SECURITY

OCTOBER 2003

All contractor software, hardware, and personnel that interface with House offices, including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources (HIR), are subject to the rules, regulations, and sanctions as outlined in House Information Security Policies (HISPOL). HISPOLS may be obtained on the Internet at [www://house.gov](http://www.house.gov) by clicking on Current Solicitations under the General Information heading, and then selecting Current Solicitations again. A hard copy may be obtained by calling the HIR Information Systems Security Office at 202-226-4988.

Contractor personnel must be eligible for a Federal government security clearance if access to Confidential Business Information or Confidential House Information (as are defined in HISPOL 002.0) is required. Individual House Offices or CAO Business Units may

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require an Office of Personnel Management (OPM) Extended Background Investigation or other security clearance, as deemed necessary. In addition, contractor personnel must not remove Confidential Business Information or Confidential House Information from the Capitol campus.

All system servers must receive security certification from the HIR Information Systems Security Office prior to implementation on the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Office.

H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.5 HC.8.006 NEWS RELEASES MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" (Section J) prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.7 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

H.8 HC.8.016 GOVERNMENT LIABILITY AUGUST 2002

Consistent with the Federal Tort Claims Act (28U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Vendor's personnel or damage to the Vendor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

H.9 HC.8.022 PAYMENT FOR NON-PERFORMANCE AUGUST 2002

In the event that the Contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the Contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus 15% administrative fee from the Contractor.

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SECTION I -- CONTRACT CLAUSES

I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.

b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.

c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.3 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.4 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.5 HC.9.008 TAX EXEMPTION JUNE 2002

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

I.6 HC.9.009 COMPLIANCE WITH ALL LAWS JUNE 2002

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Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor agrees to execute, upon the House's request, the House's standard form of Certification of Compliance covering any law or regulation, which Certification of Compliance form, upon execution by contractor, shall become a part hereof without further reference thereto. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by contractor of items which do not meet the requirements of any applicable laws or regulations.

I.7 HC.9.010 LIABILITY OF THE HOUSE JUNE 2002

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

I.8 HC.9.011 LIABILITY OF THE CONTRACTOR JUNE 2002

Contractor assumes all risk of loss of or damage to any property of the House entrusted to contractor while in contractor's possession or otherwise under contractor's control. In the event of loss or irreparable damage, contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by contractor at contractor's expense.

I.9 HC.9.013 GRATUITIES JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

I.10 HC.9.014 ASSIGNMENT JUNE 2002

Neither this order nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of contractor and notwithstanding the House's act of accepting or paying for any shipment or similar act of the House.

I.11 HC.9.015 HOUSE RULES MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

I.12 HC.9.018 PAYMENTS JUNE 2002

The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the House of Representatives to send payments electronically to contractor's financial institution, the contractor must first complete an EFT enrollment form to provide contractor's signature and certain information regarding its financial institution. An EFT enrollment form may be obtained by contacting the EFT help line at 202-226-2277

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

Attachment A - Certification of Independence

Attachment B - Prior OIG Reports List

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.3 HC.11.003 INSURANCE INFORMATION

JULY 2001

All offerors will be required to submit proposals to include the following information:

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Compensation insurance experience modification

K.4 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- d. Current staffing document.
- e. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- f. Key point of contact (POC) list and telephone number.

K.5 HC.11.006 QUALITY INFORMATION

JULY 2001

All offerors will be required to submit proposals to include the following:

- a. Quality Policy
- b. Total quality management process, if any

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c. Quality reporting to client

d. Customer satisfaction guarantees and assurances

K.6 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.7 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within _____ calendar days after receipt of the offer.

K.8 HC.11.016 DUN & BRADSTREET NUMBER

AUGUST 2002

Offeror's Dun and Gradstreet Number _____.

K.9 HC.11.017 AUTHORIZED COMPANY OFFICIALS

AUGUST 2002

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

K.10 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

NAME OF OFFEROR

DATE

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SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit one (1) hardcopy and one electronic version in MS Word or PDF format of the proposal by 2:00 PM EST on November 16, 2007. The proposal should be prepared in such a format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A. Electronic version shall be e-mailed to toinetta.bridgeforth@mail.house.gov and a copy to lawrence.toperoff@mail.house.gov.

PROPOSALS RECEIVED BY HAND DELIVERY OR FACSIMILE WILL NOT BE ACCEPTED

Submission of Questions

Vendor questions are due not later than 2:00 PM EST, October 25, 2007. Vendor questions must be provided via e-mail to toinetta.bridgeforth@mail.house.gov and a copy to lawrence.toperoff@mail.house.gov. Questions and Answers will be published in an amendment to the solicitation.

Withdrawal of Proposal

Proposal may be withdrawn by e-mail, if received prior to award.

L.2 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS

JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is received before award is made, and it:

- (a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or
- (b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or
- (c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or e-mail received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the

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provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.3 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.4 HC.12.010 CONTENT OF PROPOSALS JULY 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration. The proposal shall be divided into the following distinct and marked parts:

- 1. Section A of RFP** - The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- 2. Section B Price Schedules** - Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer. Must include the hourly rate by level of personnel, including subcontractor personnel, plus out-of-pocket expenses, such as travel, to accomplish the tasks identified in Section III, Statement of Work
- 3. Section G Contract Administration** - Offeror shall complete the required sections of Section G. Key personnel shall be listed in this section. (Resumes for each engagement staff member (key personnel) must be included in this section)
- 4. Section K - Representations, Certifications, And Statements of Offerors** - Offeror shall complete the required clauses of Section K.
- 5. Technical Proposal** - specifications must comply with Section C.
 - The technical proposal shall identify deliverables, describe work to be performed and will describe the offeror's expertise to affect the proposed solution. In order to facilitate the House's evaluation of the proposal, the Offeror must provide a complete description of how each requirement will be met. Submitting merely an acknowledgement (e.g. "Read and Understood") may provide insufficient information to effectively evaluate the offered solution and therefore, may have an adverse impact on the Offeror's score. The Offeror's Technical Proposal must provide its approach/solution to all the requirements stated in the solicitation. The Offeror's responses to the requirements must be arranged in the sequence in which the requirements are referenced, and formatted with responses inserted directly after the requirement. Specific answers may be cross-referenced throughout the Offeror's response to avoid duplication of material.
- 6. Management Approach**
 - Provide pertinent experience and qualification in performing similar audits with a point of contact and phone number for each reference cited
 - Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.

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7. Corporate Capabilities and Past Performance

- Offeror shall provide references for three recent (within three years) customers, preferably in the public sector.

Provide the following:

- a. The agency name and address, name and title of the client contact, telephone number,
- b. Opening date, description of contract deliverables, pick-up and delivery sites,
- c. Annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

EVALUATION CRITERIA

Proposals will be evaluated by applying the criteria stated in the basic contract, as customized for this task order: The first and second criteria are mandatory. The Task Order will be awarded to the one contractor whose proposal is the most advantageous to the OIG. Technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

I. The Independence of the Contractor to Perform the Work.

IF THE CONTRACTOR IS DEEMED NOT INDEPENDENT WITH RESPECT TO THE HOUSE OF REPRESENTATIVES (LACKING OBJECTIVITY) BY THE OIG, THE FIRM WILL NOT BE ELIGIBLE FOR THIS TASK ORDER.

The contractor must disclose in their proposal for this task order all contracts, ongoing and completed during the past three years, with the U.S. House of Representatives. The contractor should provide information concerning specific work performed for those contracts that may impact on, or are closely related to, the areas covered under this statement of work to make a determination of conflict of interest.

II. Commitment to Meet the OIG's Needs Within Established Timeframes of the Task.

IF THE CONTRACTOR CANNOT COMMIT TO MEET THE REQUIRED DUE DATES, THE FIRM WILL NOT BE ELIGIBLE FOR THIS TASK ORDER.

III. Qualifications of Personnel.

The contractor and subcontractor personnel assigned to the audit must have relevant experience, education, and professional accomplishments in area(s) listed in the Statement of Work, Section V. All proposed personnel must currently hold the same or higher position in the firm with regard to the position for which they are being proposed under this task order. The contractor must:

- identify key audit team members, to include partner, manager, senior, industry specialist, EDP/ADP auditor, etc. Any subsequent changes in key personnel must be approved by the OIG.
- provide résumés for each engagement member, to include relevant experience, education, professional accomplishments, and position in the firm.
- represent in the proposal or transmittal letter that the information is accurate and complete and that the individuals named are available for assignment on the date the task order becomes effective.

IV. Technical Merits of Contractor's Task Description.

The technical approach to conducting the audit must specifically address the OIG's minimum requirements stated in the task order. The approach should identify a detailed description of the contractor's methods, level of effort, and any planned use of computer assisted auditing techniques. The approach should also include a reasonable mix of assigned personnel and hours each person is estimated to spend on each task for accomplishing the task order requirements.

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

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1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single contract resulting from this solicitation to the responsible offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

(1) reject any or all offers, if such action is its interest,

(2) waive informalities and minor irregularities in offers received.

c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.